



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

NUISANCE ABATEMENT PLAN

Licensee: Lucky Cottage Food, Inc.
Premises: 8207 S. Cottage Grove Avenue
Chicago, Illinois 60619
License: Retail Food Establishment
Account: 464528, site 1

The City of Chicago and the above named Licensee have agreed to the following Nuisance Abatement Plan pursuant to a summary closure order issued by the Superintendent of Police on July 22, 2020, under the Municipal Code of Chicago § 4-4-285:

1. This Nuisance Abatement Plan is effective beginning Sept. 29, 2020.
2. **Restricted Hours of Operation** – The Licensee agrees that the premises will be open for business only during the hours of 8:00 a.m. until 10:00 p.m.
3. **Security** - The Licensee agrees to employ an independent licensed and bonded security firm, DBATS, Inc., to provide the following:
 - One (1) armed security guard for the hours of noon to 10 p.m. on every day the premises are open and operating;
 - The security guard shall wear a uniform while on duty;
 - The security guard shall patrol the interior and exterior areas of the establishment, including all business entrances, exits, sidewalks and alleyways;
 - The security guard shall ensure that loiterers and trespassers outside the business move away so that sidewalks and entrances to the store are not impeded;
 - The security guard shall report any and all illegal activities witnessed by the guard or store employees to 911;



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- The security guard and other employees shall be willing to sign complaints and testify as necessary.
 - The Licensee shall not change security firms without first getting approval from the Department of Business Affairs and Consumer Protection.
4. **Outdoor Lighting** - The Licensee shall install and maintain adequate lighting on all sides of the licensed premises.
5. **Security Cameras** - The Licensee shall have a security system canvassing the interior and exterior of the Premises as follows:
- Exterior cameras shall be positioned to view the Licensee's main entrance as well as the side of the building;
 - The camera system shall have sufficient cameras to provide coverage of all areas inside the Premises;
 - The cameras shall be sufficiently light-sensitive to provide image resolution of clearly discernable images;
 - Exterior cameras shall be designed to operate at night;
 - The cameras shall be able to record discernable images from a minimum of 15 feet in front of and on the sides of any business entrance;
 - The camera system shall be centrally monitored and shall record continuously while the establishment is open to the public;
 - The Licensee shall maintain video recordings for a minimum of 30 days and indexed by date and time. All recordings shall be stored at the licensed Premises in a secured manner and shall be made available within 24 hours of a request by any City of Chicago agency;



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- The Licensee will post signage notifying the public of the presence of the video surveillance cameras.
6. **Unobscured Windows** – The Licensee agrees to ensure that signage on store windows will be limited and not obstruct a clear view to the interior.
 7. **Signage** - The Licensee agrees that any exterior signs will meet the requirements of the Municipal Code of Chicago including but not limited to Chapter 17-12, Chapter 13-96, and Chapter 13-20. The Licensee further agrees that in order to ensure the building does not continue to be an eyesore in the community some of the signs will be removed.
 8. **No Loitering or Trespassing Tolerated** – The Licensee agrees to urge loiterers not to congregate on the public way in front of or on the side of the business. The Licensee shall ban unauthorized people from loitering and trespassing and shall enforce the ban by instructing unauthorized people to leave and calling the police if they do not obey. For purposes of this plan, loiterers and trespassers are persons who do not purchase products.
 9. **911 & Incident Logs** – The Licensee agrees to keep and maintain a Log of all calls to 9-1-1 and an Incident Log on which the owner and / or employees record any illegal activity observed inside or outside of the Licensed Premises. Both logs shall be kept on the licensed premises for a period of one year and made available to CPD or BACP (Business Affairs and Consumer Protection) upon request.
 10. **Cooperation with Chicago Police Department** – The Licensee agrees to attend (or have a representative attend) all C.A.P.S. (Community Alternative Policing Strategy) beat meetings and other similar CPD sponsored meetings to improve awareness with community concerns of problems within the neighborhood. The Licensee further agrees to cooperate with the police department in any and all incident investigations.
 11. **Community Participation** – The Licensee agrees to work with the local alderman and community groups to address any issues with the operation of the business.



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12. **Trash and Garbage Disposal** – The Licensee agrees to remove any weeds, trash and debris outside of the business including the front, sides, and rear of the premises. The Licensee agrees to maintain a regular schedule of cleaning at least twice each day.
13. **Store Policies** - The Licensee agrees that it is familiar with and shall abide by the Rules and Regulations for Retailers, including Rule 20 which requires posting its refund, return, and check-writing policies in a conspicuous manner on a sign at each cash register or other centrally located area accessible to the public. If the Licensee has a credit or debit card policy imposing a minimum charge for use of a credit or debit card, such policy must also be posted in a conspicuous manner.
14. **Price Marking** - The Licensee agrees that it is familiar with and shall abide by the Rules and Regulations for Retailers, including Rule 31, which requires individual price marking all items for sale in the establishment.
15. **Sale of Unlicensed Merchandise** - The Licensee agrees that it will not stock, display or sell merchandise that is not officially licensed. Such merchandise may infringe upon trademarks and is illegal.
16. **Sale of Outdated Food and Over-the-Counter Medications** - The Licensee agrees that no outdated and expired products will be shelved and sold with fresh products.
17. **Receipts** -- The Licensee agrees that it is familiar with and shall abide by the Rules and Regulations for Retailers, including Rule 32, which requires the licensee to supply a written receipt for each transaction that contains at a minimum, the date and amount of the transaction, and the name and location of the retailer.

The agreed conditions of this Nuisance Abatement Plan are legally binding and may be enforced by City of Chicago enforcement authorities. Violations of the above-stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the licensee. Violations of the above-stated agreed conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the licenses.



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The agreed conditions of the Nuisance Abatement Plan shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the entity which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this plan of operation. It shall be the duty of every person conducting, engaging in, operating, carrying on, or managing the above-mentioned business entity to post this Nuisance Abatement Plan next to the business license certificates in a conspicuous place at the business address.

Licensee: Lucky Cottage Food, Inc.
8207 S. Cottage Grove Avenue
Chicago, Illinois 60619

By:  Date: 9-26-2020
Omar Badwan, President

And

By:  Date: 9-28-2020
Tamara Starks, Deputy Commissioner
Business Affairs and Consumer Protection